

AGREEMENT

CITY OF CAPE MAY, *City of*

AND

F.M.B.A. LOCAL #36

X JANUARY 1, 1979 THROUGH DECEMBER 31, 1981

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PREAMBLE

THIS AGREEMENT, made and entered into this 1st day of June, 1979, between the City of Cape May, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "City" and Local # 36 of the Fireman's Mutual Benevolent Association, hereinafter referred to as "FMBA Local # 36."

INTRODUCTORY STATEMENT

This Agreement is made to effectuate the policy of Chapter 123 of the 1974 Laws of New Jersey, R.S. Cum. Suppl. 34:13A-1, et seq. (hereafter "Chapter 123") and to formalize agreements reached through negotiations conducted in good faith between the City and FMBA Local # 36, with respect to grievances and terms and conditions of employment.

WITNESSETH

WHEREAS, that for the purpose of mutual understanding and in order that a harmonious relationship may exist between the City and the FMBA Local # 36 to the end that continuous and efficient service shall be rendered to and by both parties, for the benefit of both:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I
RECOGNITION

A. The City hereby recognizes FMBA Local #36 as the sole and exclusive representative of all uniformed paid employees and Lieutenants in the Fire Department of the City of Cape May, for the purpose of bargaining with respect to rates of pay, wages, hours of work, safety and working conditions.

B. The term "City Manager or his designated

representative" is recognized to be a person officially appointed as the City Manager or his designated representative. This person must be liable for his actions (i.e. Can be called to PERC hearings, grievances and be accountable for his actions).

ARTICLE II
ASSOCIATION REPRESENTATIVE AND MEMBERS

A. The City Manager or his designated representative agrees to grant the necessary time off, not to exceed the day(s) designated, without discrimination to any employee designated by FMBA Local # 36 to attend State and National Meetings provided seventy-two (72) hours written notice is given to the City Manager by FMBA Local # 36. Time off shall be granted without loss of pay. No more than one employee shall be granted time off at any one time. Time off shall be exercised reasonably.

B. Authorized representatives of the FMBA Local # 36 shall be allowed to visit fire headquarters for the purpose of ascertaining whether or not this agreement is being violated. This right shall be exercised reasonably. Upon entering the premises, the authorized representatives shall notify the City Manager or his designated representative, in his absence, his authorized representative. He shall not interfere with the emergency work performed by the Department.

ARTICLE III
SEPARABILITY AND SAVINGS

A. Nothing contained herein shall be construed to deny or restrict any paid fireman such rights as he may have under any other applicable laws or regulations.

B. If any provision of this agreement or part thereof or any application of this agreement to any employee or group of employees is contrary to law, then such provision or part thereof and the application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions and applications contained herein shall continue in full force and effect.

ARTICLE IV
LEAVE OF ABSENCE

A. A leave of absence without pay may be granted for a good cause to any employee for a period of six months. This is to be at the discretion of the City Manager. The City Manager shall consult with the Commanding Officer before granting leave. The leave may be extended for an additional six months. Such permission shall not be arbitrarily denied.

ARTICLE V
VACATIONS

A. Annual vacation shall be granted in accordance with the following schedule:

First year of service, one calendar week, prorated at one day for one month's service actually worked.

Second year of service, two calendar weeks.

Third (3) through fifth (5) year, three calendar weeks.

Sixth (6) through tenth (10) year, four calendar weeks.

Eleventh (11) and up, five calendar weeks.

B. Vacation allowance must be taken during the current calendar year, at such time as permitted or directed by the appointing authority, unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

C. Seniority shall determine vacation preference for all men holding the same rank. Superior Officers shall supersede seniority. Vacations shall be taken in accordance with the schedule submitted to the appointing authority no later than January 2, of the year in which the vacation is to be taken. Vacations may be taken beginning January 2 and ending December 31. The schedule shall be submitted to the City Manager by the Captain of the Fire Department.

D. Members of FMBA Local # 36 with 16 years of service as of January 1, 1979, will receive 6 calendar weeks vacation for as long as they are employed by the City. This clause is to insure no members will lose any vacation time due to negotiated changes in vacation time.

ARTICLE VI
WORK WEEK, OVERTIME

A. The present work week shall remain as is: one twenty-four (24) hour duty day, commencing at 8:00 a.m. and ending at 8:00 a.m. twenty-four (24) hours later, followed by forty-eight (48) hours off duty. Two weeks of the foregoing schedule, the fireman shall work forty eight (48) hours and then one week he shall work seventy-two (72) hours. The foregoing shall not apply to the junior man in the Department, who, in accordance with prior practice, shall be a swing man and shall not work the schedule hereinabove set forth. The usual overtime provision shall apply, however. All hours worked beyond one hundred sixty-eight (168) hours, in a three (3) week cycle, shall be considered overtime.

B. If an employee is authorized to work beyond his regular tour of duty hours by the City Manager or his designated representative, the employee shall be paid at the rate of time and one-half for the number of hours actually worked. Overtime pay shall be paid in the pay period falling on each Calendar Quarter.

C. For the purpose of calculating overtime, the following schedule shall be used:

| | |
|-----------------|---------------------------|
| 0-15 Minutes | No compensation |
| 16-30 Minutes | 1/2 hour compensation |
| Over 31 Minutes | One (1) hour compensation |

D. If a fireman is called to duty on his day off, he shall be paid for all hours worked at the rate of time and one-half and further shall be guaranteed a minimum of four (4) hours at the time and one-half rate of pay. If a fireman is thus called in and the overtime is less than the guaranteed minimum hours, the fireman may be required to do other fireman duties to complete the four (4) hour call in time.

E. No overtime shall be paid as a result of trade time nor due to abusive use of sick leave, which results in calling in additional personnel to work for the supposed sick person.

F. It is the intention of management, in this contract, to have a Fire Inspector, with normal duty hours, of 8 hours daily, Monday thru Friday. If, however, management feels that the Fire Inspector's services are needed to fill a vacancy, brought about because of any personnel problems in proper manning of the Fire Department, the City Manager or his designated representative reserves the right to place the Fire Inspector into a regular tour of duty as a regular fireman for a reasonable period of time. Any change from normal 8 hour work shift, will be preceded by 48 hours notice.

G. If at any time during the duration of this contract, there is a reduction in Fire Department manpower, the position of Fire Inspector shall be reviewed.

ARTICLE VII
OUT OF TITLE WORK AND MANPOWER

A. Whenever a fireman acts in a higher rank pursuant to orders by the City Manager or his designated representative, he shall receive pay for the higher rank for the time actually worked in that capacity. This provision shall not apply when the substitution is triggered by vacation. The actual entitlement to pay shall commence after completion of a complete cycle, that is, one hundred and sixty-eight (168) hours in a three week cycle. On the one hundred and sixty-ninth (169) hour, the pay shall commence. When a fireman is assigned to act in a higher rank, he shall remain continuously in that rank until the situation is remedied by the return of the higher ranked employee or the position is filled from a current Civil Service List. Where there is an existing Civil Service List, acting assignments shall be filled in accordance with the rankings on the list. In the absence of such a list, acting assignments shall be filled on the basis of seniority.

B. A current Civil Service List shall be maintained.

C. The City agrees to create and man the rank of lieutenant. There shall be two (2) Lieutenant positions which shall be filled in accordance with Civil Service Regulations from an appropriate promotion list.

D. All members of the Bargaining Unit are required to attend and complete an accredited C.P.R. course and/or annually maintain accreditation throughout each member's term of employment. The City shall be responsible for all scheduling and time spent for C.P.R. courses.

ARTICLE VIII
HOLIDAYS

A. Employees shall receive thirteen (13) paid holidays, to be compensated in accordance with prior payment procedures. In addition, they shall receive three (3) personal days off with pay.

B. Where a special holiday is declared by the Mayor and/or Council in addition to the thirteen (13) paid holidays provided above, firemen shall receive compensation as if it were a regular holiday. Such payment shall be computed in the same manner as the thirteen (13) paid holidays.

ARTICLE IX
SICK LEAVE

A. "Sick Leave" means any absence of an employee because of illness, exposure to contagious disease, attendance upon a member of the immediate family who is seriously ill and requires the care or attendance of such employee, or death in his immediate family.

B. "Immediate Family" means father, mother, spouse, child, mother-in-law, father-in-law, foster child, sister or brother of the employee. It shall also include relative of the employee permanently residing in the employee's household.

C. Employees shall be given time off without

deduction from pay or time owed, for death in the immediate family, from the day of death, up to and including the day of the funeral, not to exceed four (4) calendar days.

D. If any employee is incapacitated and unable to work because of an injury while in the line of duty, he shall be entitled to injury leave, with full pay, during the period in which he is unable to perform his duties, as certified by the employee's own doctor. Work related injury leave shall not be deducted from "sick leave" in Section A. However, the City reserves the right to have the employee examined. Such payments shall be discontinued when an employee is placed on disability leave or pension.

E. Employees shall be granted fifteen (15) sick days a year, which shall be accumulative from year to year and shall be unlimited. Employees shall not be required to provide the City with a doctor's note until the beginning of the fourth (4) day. Where there is a pattern of abuse of sick leave, the City shall have the right to have the employee examined by a physician of the City's choice, at the City's expense.

F. The City will actively pursue a more comprehensive health program for this Bargaining Unit, providing said funds are made available by the local Governing Body.

ARTICLE X
INSURANCE, HEALTH AND WELFARE

A. The City shall provide Blue Cross, Blue Shield, Rider J and Major Medical Insurance for the employee and his family, if applicable. The City shall have the right to change insurance carrier so long as comparable benefits are provided.

B. The City shall provide the employee with false arrest insurance, as presently in effect.

C. The City shall provide insurance coverage on employees, in their personal vehicles, when said vehicles are used in the scope of their employment.

D. The City shall supply all members of the Bargaining Unit legal aid as provided by N.J.S.A. 40A:14-155 as amended.

ARTICLE XI
EXCHANGE OF DAYS OFF

A. The Fire Department may grant the request of any member of the Department to exchange hours, duties, or days off at no additional cost to the City. Written requests shall be made forty-eight (48) hours in advance and posted in the Fire House. Special requests made less than forty-eight (48) hours in advance may be granted at the time by the City Manager or his designated representative. These special requests shall be for an employee's personal problem. (i.e. member of family sick, injured, etc.)

ARTICLE XII
CLOTHING ALLOWANCE

A. The City shall supply all standard uniforms and equipment and maintain same. Maintenance shall not include cleaning. The City shall, however, replace all uniforms and equipment damaged or worn or not otherwise serviceable or presentable.

B. Should there be loss or damage of or to uniforms and equipment through negligence of the employee, then the employee shall replace those items at the employee's cost.

ARTICLE XIII
TERMINAL LEAVE

A. Employees who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at a rate of 5.6 calendar days for each calendar year of service. In addition to such leave, the employee shall receive all vacation time which is due to the retiring employee. The terminal leave shall not be paid in one lump sum, but shall be spread out over the remaining regular pay periods of the employee electing retirement. Once terminal leave has commenced, it shall not be interrupted for purposes of taking sick leave.

ARTICLE XIV
MILITARY LEAVE

A. Any employee called into the armed forces of the United States during a national emergency or drafted, shall be given all the protection of applicable laws. A leave of absence shall be granted.

B. Employees who are presently subject to existing Reserve Requirements to the United States Armed Forces or Reserve, shall be covered by the Military Compensation agreement made in paragraph A above.

ARTICLE XV
GRIEVANCE PROCEDURE

A-1. The purpose of the Grievance Procedure shall be to settle all grievances between the City and the Association and employees, as quickly as possible, so as to assure efficiency and promote employee morale.

A-2. With regard to employees, the term "grievance," as used herein, means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the City, the term "grievance," as used herein, means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

A-3. With respect to employee grievances, no grievance may proceed beyond Step 1 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step 1 herein.

B. All grievances shall be processed as follows:

Step 1. They shall be discussed with the employee or employees involved, Ranking Officer of the Fire Department and Representative of FMBA Local # 36. All grievances shall be filed in writing within ten (10) days of their occurrence, and a written response shall be given within seven (7) days of the submission of the grievance.

Step 2. If the grievance is not settled to the satisfaction of the grievant in the above step, it shall be reduced to writing and submitted to the City Manager or any person designated by him. Within five (5) days the City Manager shall submit his reply in writing to the FMBA Local # 36. If the grievant is not satisfied, he may move the grievance to step 3.

Step 3. If the grievance is not settled through Steps 1 and 2, either party may refer the matter to the Public Employment Relations Commission (PERC) within ten (10) days after the determination by the City Manager. An arbitrator shall be selected pursuant to the rules and the Public Employment Relations Commission.

Step 4. No individual shall process his own grievance unless the majority representatives have refused to process same. No individual shall negotiate terms and conditions of employment or termination of same. The majority representative has this exclusive right under Chapter 123, Laws of New Jersey.

Step 5. One (1) member of the grievance committee shall be granted time off as required to attend grievance hearings.

C. No arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the City Manager. In the event the aggrieved elects to pursue Civil Service procedure, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Association shall pay whatever costs may have been incurred in the processing of the case to arbitration.

D. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

E. The costs for the services of the Arbitrator shall be borne equally by the City and FMBA Local # 36. Any additional costs shall be paid by the party incurring same.

F. The decision of the Arbitrator shall be final and binding on both parties.

ARTICLE XVI
UNSAFE VEHICLES AND DUTIES

A. The City shall repair unsafe vehicles immediately or remove same from service.

B. In addition to the fireman's regular duties of actual fire fighting and extinguishment of fires, operating fire apparatus, knowledge and capability to operate all specialized equipment (i.e., portable pumps, generators, power saws), normal maintenance of all equipment, inspections and fire prevention, he shall not be required to perform any police related jobs, except those related to or incidental to fire related duties. Nor shall firemen be required to take part actively in the quelling of any riot.

ARTICLE XVII
SALARY

A. The salary for firemen, covered by this Agreement, shall be as follows: (Computed from date of hire).

| | 1979 **** | 1980 **** | 1981 **** |
|------------------|--------------|--------------|--------------|
| 1st Year Firemen | \$12,072.00 | \$12,917.00 | \$13,692.00 |
| 2nd Year Firemen | 13,581.00 | 14,531.00 | 15,402.00 |
| 3rd Year Firemen | 14,335.00 | 15,338.00 | 16,258.00 |
| 4th Year Firemen | 15,844.00 | 16,953.00 | 17,979.00 |
| (and over) | | | |
| Lieutenants | 17,353.00 | 18,567.00 | 19,681.00 |

ARTICLE XVIII
LONGEVITY

A. In addition to salary, employees shall receive longevity pay to be computed at 2% of employee's base for every five (5) years of service to a maximum of 10%. Longevity pay shall be computed on the basis set forth in Article V, Section D.

B. Only for the purposes of computing longevity pay, the following shall apply:

Any employee hired on or before July 1st, shall be considered for the above purposes, as though hired on January 1st, immediately preceding the date of hire. Any employee hired after July 1st, shall have his anniversary date measured from the January 1st, next succeeding the date of hire.

ARTICLE XIX
COURT TIME

A. Should it become necessary for a fireman to appear in Court because of his employment with the City, he shall receive overtime pay from the City for the time spent in Court on off duty hours.

ARTICLE XX
SCHOOLING

A. During any one college term, a maximum of two (2) firemen (the two to be determined on a rotating basis) will be granted benefits subject to the limitations herein contained.

B. Fire Science Courses and Mathematics Courses directly related to Fire Science Courses (such as, hydraulics) are the only courses allowed. No elective courses, even if required for a Fire Science Degree, shall be included.

C. All courses must be taken at a fully accredited college or university and the course must be completed with a passing grade.

D. The City Manager must be notified in advance of the course proposed to be taken and must approve it as meeting the requirements of this article. No benefits shall be received for any course if such prior approval has not been secured, even if the course would otherwise qualify.

E. A maximum of twenty-two (22) college credits per year, per individual, shall qualify for any benefits.

F. Employee shall be relieved from duty when course coincides with normal duty schedule. there shall be a maximum of six (6) hours time off for each conflict of duty and school and a maximum of five (5) such incidents per fireman, per semester. If overtime caused by this clause reaches a total of \$2,000.00 in any one year, time off benefits will be suspended for remainder of that year.

G. The City shall bear the expense of tuition, books and travel (gasoline) expenses for the approved courses. The City will not bear the expenses of courses if employee misses more than 15% of class (without medical excuse) and does not receive a passing grade.

ARTICLE XXI
MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of the Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City Government and its properties and facilities and the activities of its employees;

2. To hire all employees subject to the provisions of the law and determine qualifications for employment, assignment or promotion;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause, in accordance with the law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only to the extent that the foregoing are subject to the provisions of law concerning Public Employee Bargaining.

C. There shall be a City Evaluation System of all employees, including the Fire Department, whose purpose shall be to determine which employees are doing satisfactory, unsatisfactory or above average performance. The Evaluation System shall be carried out with proper Civil Service procedures and guide lines.

ARTICLE XXII
NO STRIKE PLEDGE

A. FMBA Local # 36 agrees that during the term of this agreement, neither the Local nor anyone acting in its behalf, will cause, authorize or support nor will any of the Local's members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or part, from the full, faithful and proper performance of the employees duties of employment) work stoppage, walk-out, or other job action against the City. FMBA Local # 36 agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, or walk-out, it is covenanted and agreed that participation in any such activity by any fireman covered by this Agreement shall be deemed grounds for termination of employment of such employee or employees subject however to the application of the Grievance Procedure contained elsewhere in this contract.

C. FMBA Local # 36 will actively discourage and will take whatever affirmative steps that are necessary to prevent or terminate any strike, work stoppage, slowdown, walk-out or other job action against the City.

D. Nothing in this Agreement shall be construed to limit or restrict the City, in its right to seek and obtain such judicial relief, as it may be entitled to have in law or in equity for injunction or damages or both, in the event of such breach by the Local or its members.

ARTICLE XXIII
FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this

Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXIV
RULE CHANGES

A. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative (LMBA Local # 36) before they are established.

ARTICLE XXV
DURATION

A. This Agreement shall be in full force and effect from January 1, 1979, until midnight, December 31, 1981. Either party wishing to amend or modify such Agreement must notify the other party in writing not more than one hundred and eighty (180) days nor less than one hundred and twenty (120) days prior to the expiration date of December 31, 1981. Within fifteen (15) days of the receipt of such notification by either party, a conference shall be called between the City and Local #36 for the purpose of such amendment or modification. In the event that the termination date of this Agreement passes without a subsequent Agreement being signed, this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and/or had these presents properly executed by their proper corporate officers and the corporate seal affixed, dated the day and year first above fixed.

CITY OF CAPE MAY

BY: -----
Arthur Blomkvest, Mayor

ATTEST: -----
Clara E. Macciocchi, City Clerk

FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION LOCAL #36

BY: -----

ATTEST: -----

